Contract for Use of On-Campus Space for Commencement Celebrations at Amherst College

The undersigned, being a student of Amherst College (the “College”) and his/her parent or legal guardian, collectively, "we" wish to reserve space on the campus of the College for the purpose of erecting a tent and having a party at the tent on the date(s) identified at the end of this agreement (the “reservation date/s”). We understand that the space must be used responsibly and we hereby assume responsibility for such use. To that end, our use of the space is conditioned upon compliance with the terms presented in this agreement.

Accordingly, the undersigned, jointly and individually, agree as follows:

- That we will be responsible for any liability arising from the use of the tent and related space and agree to indemnify and hold harmless the College and its trustees, officers, employees, agents and representatives from any and all claims, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys’ fees) arising from or otherwise relating to the use of such tent and related space.
- That we will obtain comprehensive general liability insurance for all claims, losses, liabilities, damages, costs and expenses arising from the use of such tent and related space, with limits of $1,000,000 per occurrence for bodily injury and $25,000 per occurrence for property damage. If alcoholic beverages will be served, such insurance will include liquor liability coverage in the same amounts. Such insurance will name the Trustees of Amherst College and the other indemnified parties as additional insureds. We will provide the College with a certificate of insurance no later than 30 days prior to the reservation date. If the reservation is confirmed less than 45 days prior to the reservation date, we will provide the College with such certificate within seven days after such confirmation. We recognize that Amherst may request an updated certificate of insurance. We understand that our reservation may be cancelled by the College if such certificate of insurance is not submitted in a timely manner or is unsatisfactory in the College’s sole discretion.
- That no alcoholic beverages will be served at the tent or related space except by a TIPS certified server(s) and that all Massachusetts State laws and ordinances regarding alcohol will be followed.
- That the College may, in its sole discretion, disburse the party and/or confiscate the alcohol if there is any apparent violation of any of these requirements.
- That we will abide by the Catering and Take-out Procedure as stated by the College including any modifications made after this agreement. (Copy attached, addendum 1, two pages)
- That we will abide by the Site Regulation and Vendor Procedure as stated by the College including any modifications made after this agreement. (Copy attached, addendum 2)
- That we will abide by all rules, regulations and guidelines issued by the College relating to the use of the reserved space, including any modifications made after the date of this agreement.

<table>
<thead>
<tr>
<th>Student Last Name</th>
<th>Location</th>
<th>Reservation Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Printed Name</td>
<td>Student Signature</td>
<td>Student Phone</td>
</tr>
<tr>
<td>Parent Printed Name</td>
<td>Parent Signature</td>
<td>Parent Phone</td>
</tr>
</tbody>
</table>

CASE Office Use Only

<table>
<thead>
<tr>
<th>CASE Representative Printed Name</th>
<th>CASE Representative Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
Addendum 1 - Catering and Take-Out Procedure for Commencement Celebrations at Amherst College (Page 1 of 2)

In accordance with the requirements of the Massachusetts Department of Public Health and the Amherst Board of Health, the following protocols have been established for all Commencement events that will include the consumption of food, including catered and take-out fare:

- Catered events (using a caterer licensed by the Town of Amherst)
- Take-out food acquired from a local restaurant (which must be less than 30 minutes from event site)
- Events where food is being prepared by someone other than the food preparation staff from Amherst College

**College events where food is to be served must include the submission of a completed Food Information form to Conferences and Events (CASE) in the Communications Office at least 30 days prior to the event. This deadline allows time to communicate with other college departments, perform the background check on the caterer/or restaurant and arrange for the site inspection by the health department**

**Catered Events**

If students or families utilizing an Amherst College facility will be hosting an event which is to be catered by a "licensed" caterer other than Amherst College dining services:

**Requestor responsibilities** - together with the caterer if there is one, assure that the remaining food/beverage is discarded post celebration

**College responsibilities** - the college will determine if the requested caterer is licensed and approved by the Town of Amherst Board of Health.

**Caterer responsibilities** - for events where food needs to be kept hot and/or cold the licensed caterer shall:

- Complete the Food Protection Questionnaire for Catered Events and return to CASE office
  - [www.amherst.edu/media/view/210628/original/Food%252BProtection%252BQuestionaire.pdf](http://www.amherst.edu/media/view/210628/original/Food%252BProtection%252BQuestionaire.pdf)
- Have and provide proof of the appropriate level of insurance ($1,000,000) to serve food at Amherst College
- Have or obtain the necessary Temporary Food Permit, through the town, at a cost of $50
- Provide a server or on-site manager/designee who is ServSafe trained
- Remain on site as long as their food is being served
- Maintain appropriate temperatures for potentially hazardous foods (PHFs), both cold (<40 deg F) and hot (>140 deg F), for the duration of the food service
- Post signage (8 ½” x 11”) that indicates that the food may contain nuts, dairy, seafood or other potential food related allergens
- Be expected to appropriately discard/remove from the site any food that is not consumed by the event end
- Exceptions
  - If a caterer is delivering food that is not considered potentially hazardous, such as bagels, donuts and coffee etc., they would not be required to remain on site, or serve this type of food
  - If PHF items such as cream and milk are left on site for coffee and tea, these items must remain on ice
  - If PHF items such as cheese and/or meat platters, shrimp or similar food is to be served at an event, they must also be kept on ice or refrigerated
  - It is the responsibility of the event requester to discard any remaining PHF food/beverage that is not consumed within 1 ½ hours after arrival at the site

**Local Restaurant Take-Out**

Anyone using space and who will be providing food from a local area restaurant (take-out) shall:

- Obtain the take-out food from a restaurant that is less than 30 minutes from the event site and be responsible for verifying that the temperature has been appropriately maintained
- Ensure that the food (including meats, pizza, salads and dressings) is consumed within 1 ½ hours from the time of actual pickup
- Ensure that any uneaten food is disposed of at the end of the 1 ½ hour time frame

**Food Prepared by Families and Students**

When families or students prepare food for commencement events, they shall:

- Not prepare or serve potentially hazardous foods (PHFs) that include, but may not be limited to meat, poultry, fish, uncooked or partially cooked eggs, mayonnaise, custard, or any foods that would require temperature control.
- Post signage (8 ½” x 11”) that indicates that the food may contain nuts, dairy, seafood or other potential food related allergens

For more information on the requirements, contact the Office of Environmental Health and Safety at 413/542-8189.
Addendum 1 - Catering and Take-Out Procedure for Commencement Celebrations at Amherst College (Page 1 of 2)

Food Information for Amherst College Commencement Celebrations

Reservation Name: ____________________________________________________________
Date of Celebration: __________________________________________________________
Tent Site Designation: __________________________________________________________

If you are having your celebration catered (they serve the food)

Name of Licensed Caterer: ______________________________________________________
Address of Caterer: ____________________________________________________________
Contact Person at Caterer: _____________________________________________________
Telephone Number: ____________________________________________________________
E-mail Address: ________________________________________________________________

If you are ordering take-out from a local restaurant

Name of Licensed Restaurant: ____________________________________________________
Address of Restaurant: __________________________________________________________
Contact Person at Restaurant: _________________________________________________
Telephone Number: ____________________________________________________________
E-mail Address: ________________________________________________________________

If you are preparing your own food

I, _______________________________ (print name) agree to follow the following guidelines regarding the safe handling of food.

_________________________________________ (Signature)  ___________________________ (Today’s Date)

Amherst College Food Preparation Safety for Small Events

- Before preparing any food, aggressively wash hands with soap and water for a minimum of 20 seconds. Hands must be washed after shaking hands, using the restroom, touching face or hair, placing waste into trash containers and between the handling of different food items.
- Keep food preparation areas, including countertops and cutting boards, as well as cooking utensils clean and sanitized. Sanitize by heat or chemical means.
  - **Heat** – soak items in hot water (171°F + for 30 seconds) or through a high temperature dishwasher.
  - **Chemical** – soak items in chemical sanitizing solution. Common types are chlorine, iodine and quaternary. All are regulated by state and federal Environmental Protection Agencies.
- Knives, spatulas, spoons and other cooking implements should be clean for each type of food being prepared. Separate or clean these items to avoid cross contamination of meats, poultry and vegetables.
- All fruits and vegetables must be thoroughly washed before cutting or cooking.
- Potentially Hazardous Foods (PHF), which includes dairy, eggs, mayonnaise, poultry, sour creams and yogurt must be kept refrigerated until prepared or served.
  - **Raw meats and poultry** must be stored on the bottom shelf of the refrigerator until cooked or otherwise prepared.
  - **PHF** to be served hot must remain hot (>140°F) and PHF to be served cold must remain cold.
- If left at room temperature, PHF must be refrigerated or discarded after 1.5 hours. Food items placed into the refrigerator must be covered, dated and labeled to avoid potential contamination and to prevent allergic reactions.
- **Allergies** to certain food items are of significant concern to individuals who may have reactions to same. Food allergies can cause hives, difficulty breathing and even death.
  - Person(s) consuming the food being served must be made aware of all the potential allergens.
    - These allergens can include: dairy, eggs, gluten/wheat, nuts, seafood/shellfish.

To best protect everyone, both those that are consuming, as well as the person(s) preparing, the allergy guidelines strongly recommend the blanket notification that the food being prepared may have any of the above allergens in the fare being served. If you have concerns or questions regarding the above guidelines, please feel free to contact either Amherst College Dining Services at 413/542-2220 or Environmental Health and Safety at 413/542-8189.
A Commencement Celebration Space Request must be submitted online at
www.amherst.edu/news/specialevents/commencement/parties/tent_registration/request-form

Tent regulations in Massachusetts are strictly enforced by Town of Amherst Inspection Services, Amherst Fire Department and Dig Safe. Tents require permits for use and must meet the requirements of the Town of Amherst Building and Fire Departments and the Massachusetts Department of Public Utilities, DIG SAFE. Permit fees for the Town of Amherst will range from $25 (most common) to $200. Vendors will pay these fees if required. In order to meet the necessary requirements, and to ensure that the tent you are renting is safe, Amherst College will only permit the following “approved” companies to rent tents, chairs and tables etc., for use on the campus.

You are required to use a specific vendor based on the site you will be using.

**Site:** Hitchcock, Lipton North, Lipton West, Mayo Smith, Seelye Middle, Seelye North, Seelye South  
**Vendor:** Hilltown Tents  
**Website:** www.hilltowntents.com  
**Phone:** 413/628-4577

**Site:** Charles Drew, Cohan East, Cohan West, Garman, Porter  
**Vendor:** Michael’s Party Rentals  
**Website:** www.michaelspartyrentals.com  
**Phone:** 413/589-7368

**Site:** Webster East, Webster Middle, Webster West  
**Vendor:** Northampton Rental Center  
**Website:** www.northamptonrentalcenter.com  
**Phone:** 413/584-5072

If you are having a tent, the rental company is required to:
- Confirm the location of the tent placement through the special services office of the facilities department.
- Acknowledge that stakes shall not be driven into asphalt walks, roads or parking lots.
- Comply with all applicable permits, regulations and laws, including exit signs and emergency lighting.

The person(s) renting the tent understands that:
- If the tent that does not meet the requirements referenced above, the tent will be immediately dismantled at the renter or purchaser’s expense.
- Any damage to Amherst College property and/or its utilities caused by an unapproved/unauthorized tent installer, or the person reserving the space will result in the collection for damages, paid for by the person(s) reserving the space.

Additional vendor information and requirement:
- Amherst College facilities department is unable to provide electricity or heat for outdoor events
  - If electrical power or heat is desired, the person(s) reserving the space must acquire a generator and/or space heater(s)
    - The type of space heater(s) must be Underwriters Laboratory (UL) or Factory Mutual (FM) approved.
    - The generator must be located 25’ or more away from any tent, building or other enclosure to prevent accumulation of carbon monoxide.
    - When a generator or heater is in use, all flaps of the tent must remain up and an operational battery powered carbon monoxide detector must be installed in the tent, 5’ above the floor or grass, on the same side as the generator or heater.
- Smoking is not permitted in or within 25’ of a tent, building or enclosure for fire safety and health reasons.
- Open flames and fire extinguishers
  - Candles with open flames are not permitted
  - Other open flame devices (sterno gel fuels, hibachis, etc.) must be used with caution. The College reserves the right to address any situation it deems hazardous.
- Clean-up
  - It is the responsibility of the person(s) reserving the space to clean up after the event.
  - Refuse cans and plastic liners will be provided by the office of Special Services

For additional information regarding Commencement Celebrations, please contact the office of Conferences and Special Events at 413/542-2232 or e-mail us at conferencesandevents@amherst.edu. For additional information regarding tent placement within your site, please contact the office of Special Services at 413/542-2367 or e-mail George Shaheen at gshaheen@amherst.edu. For additional information regarding Environmental Health and Safety, please contact Rick Mears, Director of Environmental Health and Safety at 413/542-8189 or e-mail him at ramears@amherst.edu. Information on this form follows the guidelines on the Environmental Health and Safety website: www.amherst.edu/offices/enviro_health_safety